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8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA
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11 U.S. BANK, NATIONAL ASSOCIATION, AS
12 TRUSTEE FOR THE HOLDERS OF THE
13 CSFB MORTGAGE SECURITIES CORP.,
14 ADJUSTABLE RATE MORTGAGE TRUST
15 2005-8, ADJUSTABLE RATE MORTGAGE-
16 BACKED PASS-THROUGH CERTIFICATES,
17 SERIES 2005-8,

18 Plaintiff,

19 vs.

20 COUNTRYSIDE HOMEOWNERS
21 ASSOCIATION; K K REAL ESTATE
22 INVESTMENT FUND, LLC; DOE
23 INDIVIDUALS I-X, inclusive, and ROE
24 CORPORATIONS I-X, inclusive,

25 Defendants.

Case No.: 2:15-cv-01463-RCJ-DJA

**ORDER DISMISSING CLAIMS
AGAINST COUNTRYSIDE
HOMEOWNERS' ASSOCIATION**

26 U.S. Bank, National Association, as Trustee for the Holders of the CSFB Mortgage Securities
27 Corp., Adjustable Rate Mortgage Trust 2005-8, Adjustable Rate Mortgage-Backed Pass-Through
28 Certificates Series 2005-8 (**U.S. Bank**) and Countryside Homeowner's Association (**HOA**) as follows:

1. This matter relates to real property located at 8543 Ebony Hills Way, Las Vegas,
Nevada 89123 (the **property**).

2. U.S. Bank is the beneficiary of record of a deed of trust encumbering the property
recorded with the Clark County Recorder on May 18, 2005, as Instrument No. 20050518-0001381.

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1 3. On January 19, 2012, Countryside recorded a trustee's deed upon sale with the Clark
2 County Recorder, as Instrument No. 201201190001522, reflecting Countryside acquired the property
3 at a foreclosure sale of the property held on January 6, 2012 (the **foreclosure deed**).

4 4. U.S. Bank and Countryside have entered into a settlement agreement in which they
5 have settled all claims between them in this case.

6 5. Among other things in the settlement agreement, Countryside agrees it no longer has
7 an interest in the property for purposes of this action *vis a vis* the deed of trust. This disclaimer of
8 interest does not apply to the continuing encumbrance of Countryside's declaration of covenants,
9 conditions and restrictions, and any governing documents adopted thereunder, easements, servitudes,
10 or other rights and interests in the property as governed by NRS chapter 116. Countryside further
11 agrees it will take no position in this action or in any subsequent action regarding whether the deed of
12 trust survived Countryside's foreclosure sale.

13 6. Among other things in the settlement agreement, U.S. Bank and Countryside agree that
14 U.S. Bank does not waive its right to seek relief against the non-settling parties, including but not
15 limited to KK Real Estate Investment Fund LLC and/or any other party claiming title to the property,
16 related to its remaining claims in this action. U.S. Bank does not admit the deed of trust was
17 extinguished, and any consideration exchanged for the dismissal of the claims against Countryside is
18 not intended to be compensation for any loss of the deed of trust, but instead compensates U.S. Bank
19 for fees incurred in litigating the propriety and effect of Countryside's foreclosure sale and related
20 conduct.

21 7. U.S. Bank and Countryside further stipulate and agree that all claims in this matter
22 asserted by U.S. Bank against Countryside are dismissed in their entirety with prejudice, with each
23 party to bear its own attorneys' fees and costs.

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8. U.S. Bank and Countryside request the court enter an order approving this stipulation.

DATED this 24th day of January, 2020.

AKERMAN LLP

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IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

DATED: January 27, 2020